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4 JIAJIE ZHU,  
5 Plaintiff,  
6 v.  
7 JING LI, et al.,  
8 Defendants.

9 Case No. 19-cv-02534-JSW  
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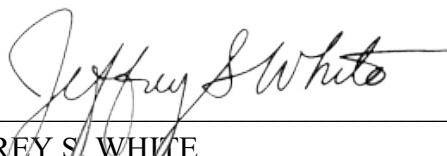
**ORDER DENYING MOTION FOR  
NEW TRIAL RE ACCEPTANCE OF  
REMITTITUR**

Re: Dkt. Nos. 242, 243

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13 On July 26, 2023, the Court denied Defendants motion for a new trial on the claims for  
14 intentional misrepresentation and breach of fiduciary duty and denied the motion for new trial on  
15 the breach of contract claim and punitive damages award conditioned on Plaintiff accepting a  
16 remittitur of the jury's award of damages. (*See* Dkt. No. 242.) Plaintiff has accepted the remittitur  
17 of the breach of contract damages and the punitive damages award. (Dkt. No. 243.) Accordingly,  
18 Defendants' motion for a new trial is DENIED for the reasons previously given, and the Court  
19 shall issue an amended judgment to reflect the remittitur of the breach of contract award and  
20 punitive damages award. *See Fenner v. Dependable Trucking Co.*, 716 F.2d 598, 603 (9th Cir.  
21 1983) (discussing procedure upon acceptance of remittitur). The amended judgment shall also  
22 reflect the mitigation of damages award and the award of attorney's fees and costs.

**IT IS SO ORDERED.**

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24 Dated: August 16, 2023  
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27 JEFFREY S. WHITE  
28 United States District Judge